



REPUBLIC OF KENYA



**KENYA LAW**  
THE NATIONAL COUNCIL FOR LAW REPORTING  
Where Legal Information is Public Knowledge

**In re Estate of Simon Ndungu Kimani (Deceased) (Succession Cause  
30 of 2017) [2025] KEHC 10631 (KLR) (18 July 2025) (Ruling)**

Neutral citation: [2025] KEHC 10631 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT KIAMBU  
SUCCESSION CAUSE 30 OF 2017**

**A MSHILA, J**

**JULY 18, 2025**

**IN THE MATTER OF THE ESTATE OF SIMON NDUNGU  
KIMANI (DECEASED)**

**BETWEEN**

**DOUGLAS GUCHU NDUNGU ..... APPLICANT**

**AND**

**JOSEPH KIMANI NDUNG’U ..... 1<sup>ST</sup> RESPONDENT**

**VALENTINE NJERI NDUNG’U “B ..... 2<sup>ND</sup> RESPONDENT**

**RULING**

1. Before court is Summons dated 10<sup>th</sup> November, 2022 and brought under Section 47 and 76 of the [Law of Succession Act](#), cap 160 Laws of Kenya; Rule 44 and 73 of the [Probate and Administration Rules](#) 1980. The Applicant sought for orders that:-
  - a. Spent
  - b. That a temporary injunction do issue restraining the Respondents jointly and individually from dealing with properties of the estate of the deceased pending hearing and determination of this application.
  - c. That a temporary injunction do issue restraining the Respondents, their agents servants, employees and any other person from other dealings in respect to the intestate property known as LR 13537/46, LR. 13537/47 and LR No. 1537/199 until this application is heard and determined.
  - d. That this Honourable Court be pleased to issue a declaration that the Respondents have violated the terms of the grant and that they have not diligently administered the estate.



- e. That this Honourable Court be pleased to order the administrators jointly and individually to produce to the Court a full and accurate account of all dealings therewith up to the date of the account.
  - f. That this Honourable Court be pleased to revoke or annul the grant of letters of administration issued to the respondents on the 06/10/2015 and new administrators appointed.
  - g. That this Honourable Court be pleased to revoke the title deeds for all the properties excised from LR. 13537/46, LR. 13537/47 and LR. No. 1537/199 since they were illegally obtained before the issuance of letters of administration and the same be redistributed as per the confirmed Grant.
2. The application is premised on the grounds on the face of the application and is supported by the affidavit of Douglas Guchu Ndungu sworn on 10<sup>th</sup> November, 2022. He deposed that the Respondents applied for the grant of letters of administration intestate without involving and or acquiring consent of the beneficiaries from the 2<sup>nd</sup> house as such the same was obtained through fraud. It's been over three (3) years since the judgment that was delivered on 24/10/2019 was confirmed and the Court had directed that LR. No. 13537/46 be distributed equally among the eight (8) beneficiaries and LR. No. 13537/47 be sold and the proceeds be shared equally among the eight (8) siblings. The Respondents have failed to distribute the estate as such the beneficiaries of the 2<sup>nd</sup> house have not enjoyed the fruits of the judgment. The Respondents were said to be intermeddling with the estate to the detriment of the other beneficiaries as some part of the estate has been transferred to strangers.
  3. Valentine Njeri Ndungu "B" filed her replying affidavit sworn on 20<sup>th</sup> January, 2023. She deposed that she has always exercises good faith in the administration of the estate and has never violated the terms LMN in the grant letters of administration. She deposed that the 1<sup>st</sup> Respondent illegally transferred land to himself and refused to disclose the amount of sale price. She deposed that she maintains proper books of account of the estate within her control. She supports re-distribution of the estate as per the judgment dated 24/10/2019.
  4. Penina Muthoni Mwangi filed a replying affidavit sworn on 5<sup>th</sup> April, 2023. She deposed that the estate has been partly transferred, but the administrators have not been transparent in distributing the entire estate halting transmission. She outlined the properties that are yet to be distributed. She urged the court to compel the administrators to give an account of how far they have gone with the transmission.
  5. Joseph Kimani Ndungu filed his replying affidavit dated 10/7/2023. He deposed that the procedure for issuance of the letters of administration was followed. The two (2) administrators are derived from the two (2) houses and that the Applicant and his siblings are incapable of administering the estate as they are domiciled in Europe. He deposed that the allegations that the Letters of administration were obtained through fraud are not true as neither the Applicant nor his siblings raised any objection to the letters of administration and the confirmation that was done on 24/10/2019. He denied dealing and/or transferring any property belonging to the estate of the deceased. LR No. 13537/47/14 was sold to Robinson Mureithi Ndwigwa which sale -/\*was witness E340- sale. The proceeds of the sale were said to have been divided amongst all eight (8) beneficiaries. He stated that the Applicant is the biggest beneficiary of LR No. 13537/47/14 having received proceeds from the sale of LR. No. 13537/979 and at the same time having taken possession of the remainder of the portion which is LR. No. 13537/379 where he is the only one profiting from commercial property that he has put up. He contended that he has administered the deceased's estate within the precincts of the law. The 2<sup>nd</sup> Respondent was accused of refusing to surrender the title for the portion of LR No. 13537/47/14 which she has developed and



- which according to the judgment was to be sold and the proceeds shared equally amongst beneficiaries. He averred that Robinson Mureithi Ndwiga is a bonafide purchaser of the said property and that no boundary has been extended as alleged. The Applicant was urged to pursue his share of the sale of the part of estate from the 2<sup>nd</sup> Respondent who received Kshs. 11,400,000/= on behalf of the 2<sup>nd</sup> house.
6. Robinson Muriithi Ndwiga swore his replying affidavit on 18<sup>th</sup> July, 2023. He deposed that he purchased LR No. 13537/979 which belonged to the deceased herein and at the time of purchase the same was registered in the name of the 1<sup>st</sup> Respondent for a sum of 27 million. The 2<sup>nd</sup> Respondent was said to be aware of the sale and even signed the deed of variation as well as acknowledged the balance of the purchase price. The Applicant's claim was said to lie with the 2<sup>nd</sup> Respondent who received the proceeds for the second house. He contended that all beneficiaries participated as such he is a bonafide purchaser for value hence the orders sought should be granted.
  7. Douglas Guchu Ndungu in his supporting affidavit sworn on 4<sup>th</sup> August, 2023, responded to Joseph Kimani's replying affidavit sworn on 10/7/2023. He deposed that the administrators herein have proceeded with bad faith hence the need for this application. The procedure for issuance of letters of administration was not proper as he was domiciled in Europe together with his siblings and the consent was only signed by Valentine Njeri Ndungu 'B'. He stated that he was being disinherited together with his siblings by the administrators. Property LR. No. 13537/46 which forms part of the deceased's estate was to be distributed equally among all the eight (8) beneficiaries. Further, that the deceased died intestate as such his estate was to be administered as per the confirmed grant. He contended that the administrators are unable to preserve the estate as Paul Mukami has occupied a section of LR. NO. 13537/47. The 1<sup>st</sup> Respondent sold LR No. 13537/47/14 to Robinson Mureithi prior to the confirmation of grant and never shared the sale proceeds. He denied being in possession of LR No. 13537/379. The failure of the administrators to act together means that the administration has failed as such they should be replaced by the Court.
  8. Further, with regard to Valentine Njeri Ndung'u "B" replying affidavit sworn on 20/01/2023 the Applicant avers that the 2<sup>nd</sup> Respondent has not administered the estate diligently as alleged as proceeds of a portion of LR. NO. 13537/47 was not shared among the beneficiaries. The administrator was accused of failing to protect the estate from being lost to strangers despite eviction orders. In summary, the Respondents were said to have been unable to complete the administration of the estate.
  9. As for the affidavit by Robinson Muriithi Ndwiga sworn on 18<sup>th</sup> July, 2023, the Applicant deposed that the title transferred to this purported purchaser by the 1<sup>st</sup> Respondent was obtained through fraud as the seller lacked capacity. The suit land was said to belong to the estate of the deceased as such Robinson cannot be a bonafide purchaser.
  10. Subsequently, Valentine Njeri Ndung'u "B" filed her further replying affidavit sworn on 11<sup>th</sup> September, 2023 where she deposed that in response to the replying affidavit of Joseph she deposed that LR 13537/46-JUJA is one of the properties belonging to the deceased and should be distributed equally amongst all eight (8) beneficiaries. She denied knowledge of any transfer to the 1<sup>st</sup> Respondent which was done in 2018 as such this amounts to intermeddling. She contended that any signatures on the agreement were fabricated. She never benefited from any funds received. The commercial properties are for her benefit as well as her siblings and that the 1<sup>st</sup> Respondent has maliciously administered the deceased's estate. She would not surrender the titles given the 1<sup>st</sup> Respondent's track record.
  11. To the replying affidavit by Robinson, Valentine, responded that she is guided by the nemo dat quad non habet principle. The signature on the deed was forged and that she was only informed of the



- sale after its conclusion. There is no evidence of transfer to her name. Robinson cannot claim to be a bonafide purchaser as he has not proved that he was not aware of the fraud.
12. The supporting affidavit by Douglas Guchu, Valentine deposed that she has presented before the court all estate accounts and has diligently safeguarded the assets. The Applicant is aware of the threats received from the 1<sup>st</sup> Respondent. The Kshs. 10,600,000/= received from the sale was reinvested back for the benefit of the 2<sup>nd</sup> house.
  13. Peter Nuthu Mukami in his replying affidavit dated 15/2/2023 deposed that Joseph Kimani does not recognize that LR 13537/46 is part of the estate while Valentine Ndungu 'B' believes that the property is with the said Joseph Kimani who has kept the ownership documents. It is not true that he got land from Peter Githangu Kariuki And Robert Mungai Kariuki whose names were registered directly from Ithuri Farm Limited in place of their father Francis Kariuki Gathira. He further stated that he bought his plot from the late Simon Ndungu Kimani on 20/5/1994 where he put up his house. Later Simon disclosed to him that there was a pending case as such he committed himself that in the event he loses the case, then he would compensate him with ¼ acre on Plot 47. Pegged on the said agreement with Simon, he approached Joseph Kimani And Valentine Ndungu 'A' when he was asked to vacate from Plot 46 by the family of Francis Kariuki Gathira and he was shown the remaining portion in Plot 47. Valentine 'B' questioned his occupation of Plot 47 and after he showed them his documents they were satisfied that he had an interest thereon and his title was processed. The title for Plot 47 was never registered in the names of the parties herein and all transactions are carried out by Ithuri Farm Juja Limited. He urged the court to note that he had to buy Plot no. 13537/893 situate on plot 46 twice as the Late Francis Kariuki Gathira demanded that he pays or vacates the said plot. He therefore opposed the instant application and urged not to be dragged in the family dispute.
  14. Joseph Kimani Ndungu filed his further affidavit dated 15<sup>th</sup> October, 2023. He deposed that Valentine 'B' did admit to being the custodian of the title deeds of the deceased's estate as such should disclose their whereabouts. He averred that there was never a title deed for LR No. 13537/47 and 13537/199 in the names of the deceased. He never transferred LR No. 13537/47 from the deceased to himself as alleged. He contended that LR No. 13537/47 formed part of the larger Ithuri Farm within Juja which had no title deed. The title deed for LR No. 13537/47/14 was issued to him in his capacity as an administrator as such he has not intermeddled with the estate of the deceased. He contended that Robinson Muriithi would not have bought Plot 47 if there was no agreement between the parties to sell as such the claims by Valentine 'B' that her signature was forged if true should have been reported to the police. The Applicant and the 2<sup>nd</sup> Respondent having put up commercial properties on Plot 47 should not seek an equal share with other beneficiaries from the proceeds of the sale in any case the said commercial properties should be sold and the proceeds be distributed amongst all beneficiaries. Further he stated that he has provided evidence showing transfer of funds to the 2<sup>nd</sup> Respondent's account. In any case, the 2<sup>nd</sup> Respondent admitted to receiving Kshs. 10,600,000/= on her own behalf and on behalf of her siblings. He denied threatening the 2<sup>nd</sup> Respondent. Lastly he has administered the estate diligently and openly as such the application should be dismissed.
  15. Douglas Guchu Ndungu filed his further affidavit 21<sup>st</sup> October, 2023 where he deposed that *vide* Civil Suit No. 648 of 1998, *Simon Kimani Ndungu v Ithuri Juja Ltd And Francis Kariuki Gathira* the court ordered that Plot 46 and 47 be transferred to the Plaintiff and the judgment has never been challenged. He averred that the deceased died before executing the transfer orders in his favour as such the Defendants in the civil case illegally transferred Plot 46 to other persons in disregard of the decree. Peter Nuthu was not affected during the demolitions on Plot 46 as he had purchased his portion from the deceased. The portion on Plot 47 that Peter is claiming ownership does not belong to him as he never acquired it from the deceased but from collusion with the Respondents and Ithuri Juja Ltd.



16. In his reply to the further replying affidavit of Joseph Kimani, the Applicant stated that Plot 47 was distinct from the larger Ithuri Farm and that the Respondents and officials of Ithuri Farm illegally subdivided the said property belonging to the deceased and the portions were registered in their names and other persons as such together with his siblings they were disinherited. He denied benefitting from the sale of plot 47/14. The 1<sup>st</sup> Respondent illegally transferred Plot 47 to himself then unlawfully sold it to Robinson Muriithi. Together with his siblings they do not appear in the schedule of distribution of the sum received from the sale of a portion of Plot 47/14. The 1<sup>st</sup> Respondent received Kshs. 8,794,630/= which does not amount to equal distribution amongst the beneficiaries.
17. In response to the further replying affidavit by Valentine 'B', the Applicant states that the alleged estate account is fraudulent as there is no evidence of how the 2<sup>nd</sup> Respondent distributed the proceeds among the beneficiaries. The 2<sup>nd</sup> Respondent was said to have witnessed the sale to Robinson. Lastly that the orders sought in the summons should be granted.
18. The parties were directed to canvass the application by way of written submissions.

### **Applicant's Submissions.**

19. The Applicant submits that the Respondents have side lined him and his siblings. They never received the proceeds of the sale as much as the 1<sup>st</sup> Respondent is alleged to have sent Kshs. 10,600,000/= to the 2<sup>nd</sup> Respondent on their behalf. The 2<sup>nd</sup> Respondent did not share the proceeds of the rental income with the Applicant and the other beneficiaries. Reliance was placed in the case of *Estate of Annab Nenchungei Koikai (deceased)* (2021) eKLR where it was held that unless a beneficiary denounces her inheritance, she should not be denied her rightful share of the estate. The fact that the Applicant and his three siblings reside abroad was said to be neither here nor there. Further, it was submitted that the Respondents have disregarded the directed mode of distribution. The administrators are now at loggerheads as such no meaningful administration can take place. Reliance was placed in the case of the *Estate of Makokha Idris Khasabuli (deceased)* (2019) eKLR. The Respondents' actions of violating the law in respect of administering the estate of the deceased was said to be enough to relieve them of their responsibility as administrators of the estate. The 1<sup>st</sup> Respondent was said to have engaged in fraud by transferring the title to plot 47/14 to Robinson Ndwiga on 14/12/2018 while the grant was confirmed on 24/10/2019 as such the sale to Robinson cannot stand any legal test. Reliance was placed in the case of *Macfoy v United Africa Ltd* (1961) 3 All ER 1169. It was submitted that the 1<sup>st</sup> Respondent could not pass a good title to the purchaser and that for a purchaser to rely on the bona fide doctrine he needs to prove that the title to the property was valid. Reliance was placed in the case of *Margaret Mukami Macharia (Administrator of the Estate of Esther Wangu Macharia) v Jessie Maina Gitau* (2022) eKLR. Lastly that there is need to preserve the estate of the deceased as such the Applicant is deserving of the orders sought so as to protect his right to property.

### **1st Respondent's Submissions**

20. The 1<sup>st</sup> Respondent submits that he has not intermeddled with the estate of the deceased as the sale of LR. NO. 13537/47/14 was done within the law and in the presence of all parties and that the sale took place after confirmation of grant. Reliance was placed in the case of *In re estate of Jamin Inyanda Kadambi (deceased)* (2021) eKLR. The representative of the 2<sup>nd</sup> house was said to have been present during the sale and received Kshs. 11,400,000/=. The 1<sup>st</sup> Respondent submitted that the acts and omissions of the 2<sup>nd</sup> Respondent should not be visited upon the 1<sup>st</sup> Respondent. Robinson Mureithi was said to be a bona fide purchaser for value. The Applicant's application was said not to meet the threshold for the revocation of a grant. The 1<sup>st</sup> Respondent has rendered an inventory of administration



and attached receipts as evidence as such the same should be done by the 2<sup>nd</sup> Respondent. It was submitted that there is no evidence of concealment of material facts or fraud in the issuance of the letters of administration. It was submitted that the administrators are in the final stages of finalizing the distribution of the estate and that the Applicant cannot claim that distribution has taken long then move the court to revoke the grant. Lastly the court was urged to direct the 2<sup>nd</sup> Respondent to render accounts the 1<sup>st</sup> Respondent having rendered his account.

## 2nd Respondent's Submissions.

21. The 2<sup>nd</sup> Respondent submits that the letters of administration were acquired by the Respondents pursuant to a consent recorded on 8/10/2014 and that a court cannot confirm a grant unless it is satisfied on the identities and shares of all persons beneficially entitled which was the case herein. The 1<sup>st</sup> Respondent was said to have failed to administer the estate diligently hence making it difficult for the co-administrator. He caused transfer of Plot 47 and 46 to himself as well as the sub division for Plot 47 without the participation of the 2<sup>nd</sup> Respondent which contravened the distribution provided in the judgment. Reliance was placed in the case of *In re Estate of Julius Mimano (deceased)* (2019) eKLR. The property sold to Mr. Ndwiga on 14/12/2018 was sold before the confirmation of grant which was unlawful as no immovable property should be sold before confirmation of grant. Reliance was placed in the case of *Shital Bimal Shah & 2 others v Akiba Bank Limited & 4 others* (2005) eKLR. The sale of Plot 199 was also said to be in contravention of the judgment as no application was made to distribute the property. Further the 1<sup>st</sup> Respondent was said to have intermeddled with the deceased's free property. It was submitted that bearing the above the 1<sup>st</sup> Respondent should be removed as an administrator. The 2<sup>nd</sup> Respondent however submits that she should continue to be an administrator and that her legal efforts to hold the 1<sup>st</sup> Respondent accountable is not evidence of ineffectiveness but evidence of her diligence to distribute the estate properly. The suits were meant to hold the 1<sup>st</sup> Respondent accountable and to preserve the estate for its benefit. Reliance was placed in the case of *in Re estate of Malai alias Lili (deceased)* (2017) eKLR. The proceeds of the sale received under duress were channelled towards construction of rentals whose income she has accounted for. The conduct of the 1<sup>st</sup> Respondent was said to be the one causing the delay in the administration of the estate by the 2<sup>nd</sup> Respondent due to joint administration. The members of the 2<sup>nd</sup> family were said to reside in Europe as such it would be impractical to substitute the 2<sup>nd</sup> Respondent as such the court was urged to allow the 2<sup>nd</sup> Respondent to continue being an administrator. Further any sale of the deceased's property to third parties was said to be void. The doctrine of bona fide purchaser was said not to extend to illegally acquired property. Reliance was placed in the case of *Dina Management Limited v County Government of Mombasa & 5 others* (Petition 8 (E010) of 2021) (2023). The property transferred to Robinson And Kahenya were said to still form part of the deceased's property. It was submitted that the 1<sup>st</sup> Respondent cannot give a title that he does not have. Reliance was placed in the case of *Katana Kalume & another v Municipal Council of Mombasa & another* (2019) eKLR. In conclusion the Court was urged to remove the 1<sup>st</sup> Respondent as an administrator and retain the 2<sup>nd</sup> Administrator. The Court should revoke the titles issued for LR 13537/46, 47 and 199 and the same to be redistributed with the 1st Respondent bearing the cost of this application.

## Issues For Determination

22. Having considered the Summons by the Applicant as well as the affidavits filed in support and /or in opposition of the summons and the rival submissions by the parties, this Court has framed the following issues for determination are;



- a. Whether a temporary injunction do issue restraining the Respondents from dealing with the deceased's properties.
- b. Whether to direct the Respondents to produce into the Court a full and accurate account of all dealings up to the date of the account.
- c. Whether to revoke or annul the grant of letters of administration issued to the Respondents on the 06/10/2015 and new administrators be appointed.
- d. Whether to revoke the title deeds for all the properties excised from LR. 13537/46, LR. 13537/47 and LR. No. 13537/199.

## Analysis

23. The law regarding grant of injunctions is found in Order 40 Rule 1 of the [Civil Procedure Rules](#) which provide as follows:

“Where in any suit it is proved by affidavit or otherwise:

- a. That any property in dispute in a suit is in danger of being wasted, damaged or alienated by any party to the suit or wrongfully sold in execution of a decree;
- b. That the Defendant threatens or intends to remove or dispose of his property in circumstances affording reasonable probability that the Plaintiff will or may be obstructed or delayed in the execution of any decree that may be passed against the Defendant in the suit, the court may by order grant a temporary injunction to restrain such act, or make such other order for the purpose of staying and preventing the wasting, damaging, alienation, sale, removal, or disposition of the property as the court thinks fit until the disposal of the suit or until further order.”

24. The Applicant sought for an injunctive relief against the respondents from dealing with the deceased's estate.

25. The principles for grant of interim injunctions are well settled in the case of *Giella v Cassman Brown & Co. Ltd* (1973) EA 358 where it was held that: -

“The conditions for the grant of an interlocutory injunction are well settled in East Africa. First, an Applicant must show a prima facie case with a probability of success. Secondly, an interlocutory injunction will not normally be granted unless the Applicant might otherwise suffer irreparable injury, which would not adequately be compensated by an award of damages. Thirdly, if the Court is in doubt, it will decide an application on the balance of convenience.”

26. The Applicant herein contends that the Respondents have disregarded the directed mode of distribution with the 1<sup>st</sup> Respondent engaging in fraud when he sold LR No. 13537/47/14 to Robinson Ndwiga before confirmation of grant. In any case, the Applicant states that the 2<sup>nd</sup> respondent who received Kshs. 10,600,000/= from the 1<sup>st</sup> respondent allegedly on behalf of the 2<sup>nd</sup> house being proceeds of the said sale failed to share the said proceeds with the beneficiaries of the 2<sup>nd</sup> house. It is these actions that have caused the applicant to urge the court to direct that there be an order to preserve the estate as against the respondents by way of a temporary injunction.



27. On his part, the 1<sup>st</sup> respondent avers that he has not intermeddled with the deceased's estate as the sale of LR No. 13537/47/14 was done in the presence of the representatives from both houses with the 2<sup>nd</sup> respondent receiving Kshs. 11,400,000/= on behalf of the 2<sup>nd</sup> house as such he should not be punished if the beneficiaries of the 2<sup>nd</sup> house never received their share from the 2<sup>nd</sup> respondent.
28. The 2<sup>nd</sup> respondent on her part, contends that it is the 1<sup>st</sup> respondent who is making administration of the deceased's estate difficult by failing to be diligent as well as intermeddling with the estate of the deceased. The 1<sup>st</sup> respondent was accused of transferring various properties belonging to the deceased to himself as well as third parties in contravention with the confirmed grant. She denied participating in the transactions as alleged by the 1<sup>st</sup> respondent.
29. Having perused through the record, the court is satisfied that there is need to preserve the deceased's estate. This is because all the beneficiaries of the deceased's estate are entitled to a share of the estate.
30. There is evidence that the 1<sup>st</sup> Respondent sold a portion of LR. No. 13537/47/14 for a sum of Kshs. 23,900,556/= which amount was shared with the 2<sup>nd</sup> Respondent being Kshs. 11,400,000/=. As much as the 2<sup>nd</sup> Respondent accuses the 1<sup>st</sup> Respondent of fraud in respect of the said sale, she has not tendered tangible evidence to support these allegations.
31. It is not disputed that the 2<sup>nd</sup> Respondent received Kshs. 11,400,000/= on her behalf and on behalf of the beneficiaries of the 2<sup>nd</sup> house.
32. The evidence on record is that the 2<sup>nd</sup> Respondent did not share the said proceeds with her siblings as such the siblings allege that they have not enjoyed the fruits of their share of the estate. The claim that she utilized the proceeds to construct rental units is an allegation and there are other allegations that she equally does not share the rental proceeds with her siblings from the 2<sup>nd</sup> house. Both allegations require to be proved on a balance of probabilities.
33. Bearing the above, this Court is satisfied that the Applicant has established that he has a prima facie case to warrant the grant of the order of temporary injunction as sought having demonstrated that the beneficiaries of the 2<sup>nd</sup> house stand to suffer irreparable damage if the estate herein is not preserved as they stand to lose their share of the deceased's estate.
34. In the circumstances, this court finds that there is need to preserve the estate, as such the 2<sup>nd</sup> Respondent is restrained from further dealings with the properties of the deceased's estate.
35. In respect to the prayer for rendering accounts, the Applicant urges the court to order the administrators jointly and individually to produce to the Court a full and accurate account of all dealings therewith up to the date of the account.
36. Section 83 (h) provides as follows;
  - h. to produce to the court, if required by the court, either of its own motion or on the application of any interested party in the estate, a full and accurate inventory of the assets and liabilities of the deceased and a full and accurate account of all dealings therewith up to the date of the account;
37. The 1<sup>st</sup> Respondent is found by this Court to have rendered accounts as he has provided in his further affidavit dated 15<sup>th</sup> October, 2023, a schedule of how the funds for the sale of LR NO. 13537/47/14 were distributed.
38. On her part, the 2<sup>nd</sup> Respondent to render accounts of how she utilized Kshs.10,600,000/= given to her by the 1<sup>st</sup> Respondent on her own behalf and on behalf of her siblings from the 2<sup>nd</sup> house.



## Findings And Determinations

39. In the circumstances, this Court makes the following findings and determinations;
- i. The application is found to be partially with merit and it is therefore partially allowed.
  - ii. A temporary injunction do issue restraining the 2<sup>nd</sup> Respondent, her agents servants, employees and any other person from other dealings in respect to the intestate property known as LR 13537/46 and LR No. 1537/199 pending tabling of Accounts by the 2<sup>nd</sup> Respondent within Forty-Five (45) days hereof.
  - iii. The 2<sup>nd</sup> Respondent to render full and accurate accounts to court on how the admitted sum of Kshs. 10,600,000/= given to her by the 1<sup>st</sup> Respondent on her own behalf and on behalf of her siblings from the second house, was utilized.
  - iv. In respect of prayers (c) whether to revoke or annul the grant of letters of administration issued to the Respondents on the 06/10/2015 and new administrators be appointed; and (d) on whether to revoke the title deeds for all the properties excised from LR. 13537/46, LR. 13537/47 and LR. No. 13537/199 to await the outcome of the accounts that will be rendered by the 2<sup>nd</sup> Respondent as directed by the court herein above.
  - v. Each party to bear their own costs
  - vi. Mention on 3/12/2025 for compliance.

Orders Accordingly.

**DATED SIGNED AND DELIVERED VIA TEAMS AT KIAMBU THIS 18<sup>TH</sup> DAY OF JULY, 2025.**

**A. MSHILA**

**JUDGE**

In the presence of:-

Sanja – Court Assistant

Wanga & Kimotho for the Applicant

Kimani for Peninah Muthoni

Njueini h/b for Wangui Koech for the 2<sup>nd</sup> Respondent (Valentin “B”)

C.K. Chege for Robinson Muriithi Ndwiga (Purchaser)

Kingori h/b for Mwangi J for Peter Mukami

